

**Rider No. 1, SFO # 2010 and its Attachments**

As used herein, "SFO" refers specifically to U.S. General Services Administration Solicitation for Offers # 2010, whereas the term "Solicitation" refers to the SFO and all attachments. In the event of any conflict or inconsistency between the terms and provisions of this Rider and those of the SFO or Solicitation, the terms and provisions of this Rider shall govern. The lease contract formed by the Government's acceptance of the terms of this offer and execution of form SF-2 and other appropriate documents by the Lessor and the Government is referred to herein as the "Lease." For purposes of this Rider, the term "Property" shall mean 1800 N Kent Street, Arlington, VA (commercially known as the "Pomponio Building", "Pomponio Plaza East" or "Plaza East")

Additional remarks or conditions with respect to this offer, the SFO, other provisions of the Solicitation and the Lease are as follows:

1. For the purposes of this offer, "Unconditional Acceptance" and "Acceptance" as referenced in GSA Form 3516 shall refer to the point at which the Government countersigns and delivers to the Lessor or the Lessor's agent a complete lease contract for the premises ("US Government Lease for Real Property" – GSA Form #SF-2) which has been signed by the Lessor and which is based upon the terms of this proposal. The date of "Award" as per GSA Form 3516 and the Solicitation, shall be the date upon which such complete lease contract for the premises has been signed, countersigned and delivered as noted above.
2. Notwithstanding SFO Section 1.1(A) "Amount and Type of Space", the total square footage offered by the Lessor for this Solicitation and Lease is 243,000 Rentable Square Feet ("RSF") and 206,390 ANSI/BOMA Office Area Square Feet ("ABOA"), referred to as the "Total Leased Premises".

This offered premises consists of 176,676 RSF (150,113 ABOA) of "Existing Leased Premises" and 66,324RSF (56,277 ABOA) of total "Expansion Premises." The following chart illustrates the specific spaces offered to the Government, when said premises shall be made available to the Government and when the Government shall commence rental payments on the said premises.

Premises	Location of Space within Building	RSF	ABOA	Date Available to Government	Rent Start Date
Existing Leased Premises	Full Floors 1-8, + Partial Floors: Plaza, B-4, 10, 11, 12	176,676	150,113	May 1, 2010	May 1, 2010
Expansion Premises A	Partial Floors: 11 and 12 (balance of floors)	27,563	23,110	March 1, 2011	September 1, 2011
Expansion Premises B	Partial Floors: 9, and 10 and Plaza (balance of floors)	38,761	33,167	April 1, 2012	October 1, 2012

3. Pursuant to SFO Section 1.1(B) "Amount and Type of Space", the Lessor's proposal includes fourteen (14) reserved and contiguous parking spaces in the building's parking garage. Should the Government require these reserved spaces to be fenced and secured, there will be an additional cost to the Government.
4. Notwithstanding SFO Section 1.1(F) "Amount and Type of Space", the Government shall have the right to use part of the building roof, at no additional rental cost to the Government, for the installation of antenna(s), subject to prior written approval by the Lessor which shall not be unreasonably withheld, conditioned or delayed. Any antenna installation shall be in compliance with building rules and regulations as well as Arlington County and other regulatory ordinances.

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5. Pursuant to SFO Section 1.1(G) "Amount and Type of Space", the building currently has two (2) retail operators with exclusive vending and food service rights and therefore this Lease shall not be subject to the provisions of the Randolph-Sheppard Act.
6. Pursuant to SFO Section 1.2 (A), the Lessor will address recommendations provided in "Attachment #1 – Building Assessment Report (BAR) for Pomponio Plaza (Building No. VA 1432)" as outlined in "Exhibit A to Rider", at Lessor's sole cost.
7. Notwithstanding the foregoing paragraph, the Lessor agrees to be responsible for all local code, handicapped accessibility, fire protection and life safety requirements set forth in the Solicitation. The Lessor shall have 300 days from Lease Award to correct any deficiencies identified in the provided Prelease Fire and Life Safety and Prelease Building Security surveys.
8. Notwithstanding SFO Section 1.2 (B - D), SFO Section 1.12(A)(13), SFO Section 3.2(C), SFO Section 3.4(A)(8), and any other reference to any level of "LEED" or "LEED-CI" certification, the Lessor will not be required to obtain any level LEED certification for the building itself nor LEED-CI certification for the Existing Leased Premises. For the Expansion Premises, the Lessor will make commercially reasonable efforts in conjunction with the Government to achieve a LEED-CI Certified level within 9-months of delivery of substantially renovated space. In concert with this effort, the Lessor will also make commercially reasonable efforts in conjunction with the Government to meet the mandatory credits identified in SFO Section 3.4 (A)(8) for the Expansion Premises. In the event that the final design by the Government does not permit for LEED-CI certification or certain mandatory minimum requirements set-forth in the SFO are not be met, the Lessor shall not be held financially responsible nor be held in breach of this contract.
9. Notwithstanding SFO Section 1.3 "Lease Term", the Lease shall commence on May 1, 2010 and shall end on November 30, 2020.
10. Notwithstanding SFO Section 1.8 (B), "Location: City Center", the building currently meets local parking code and provides parking at a ratio of 1 space for every 1,200 rentable square feet.
11. Notwithstanding SFO Section 1.9, "Occupancy Date", for the "Existing Leased Premises" the Government affirms that it hereby accepts the space as of April 30, 2010 and that the lease and rent commencement date for this premises shall be May 1, 2010.

For each of the Expansion Premises, the Lessor shall make the space available to the Government on the identified dates in the table included in Paragraph 2 above. Occupancy shall occur upon substantial completion, receipt of Certificate of Occupancy and acceptance by the Government of the each Expansion Premises. Rent for each Expansion Premises shall commence on the identified dates in the table included in Paragraph 2 above. Should the Government occupy prior to the established rent commencement date for any Expansion Premises, the Lessor will provide this space to the Government during the intervening period (prior to Rent Start Date) free of rental charge.

12. Notwithstanding SFO Section 1.11 "Quality and Appearance of Building", the Government accepts the condition of building "as-existing" as of the date of full execution of the Lease. During the term of the Lease, the Lessor shall not materially alter the quality or aesthetic of the building exterior except as may be required in the Lessor's sole and absolute discretion for repair or maintenance thereof.
13. Notwithstanding Section 1.12 "Building Shell Requirements," for the Existing Leased Premises only, Building Shell items and conditions established in this Solicitation already exist and are proposed to be accepted "as-existing" under a new lease. The Lessor represents that all Building Shell items in the Existing Leased Premises are in "good repair and tenantable condition" at the time of Lease Commencement and the Government hereby determines that such items or conditions are acceptable with regard to the Government's continued occupancy of the space. Furthermore, the Lessor is to maintain (or replace, if necessary) such items or conditions so they may remain in "good repair and tenantable condition" throughout the term of this lease as set for in the Solicitation.

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Notwithstanding the previous paragraph, the Lessor shall provide and install, at the Lessor's sole expense, new paint and carpet within the Existing Leased Premises within 270 days of Lease Award. The Lessor shall provide the Government with three (3) paint and carpet selection options for Government's final selection. The Lessor and Government shall agree to an installation schedule for paint and carpeting of the Existing Leased Premises and the Government shall grant the Lessor access to tenant spaces to facilitate a timely installation. Further, the Government shall allow the Lessor to complete this installation within the aforementioned timeframe.

14. Notwithstanding SFO Section 1.12 "Building Shell Requirements," for the Expansion Premises offered to the Government, of the total costs of any and all improvements for these expansion premises only (base building and/or tenant improvements), the parties agree that \$20.00 per RSF (totaling \$1,326,480.00) represent the cost associated with meeting the Building Shell ("Warm Lit Shell") requirements of the SFO and shall be a cost of the Lessor. Therefore, in lieu of the Lessor installing a Warm Lit Shell for the Government in the Expansion Premises, the Lessor will contribute this \$20.00 per RSF amount to the overall build-out costs of each expansion premises leased to the Government. Any costs associated with tenant improvements in excess of this amount will be considered part of the Government's Tenant Improvement Allowance and will be accounted for in accordance with Paragraph 15 of this Rider.

15. Notwithstanding SFO Section 3.2, "Tenant Improvements Included in Offer", and SFO Section 3.3 "Tenant Improvements Rental Adjustment", as part of this offer the Lessor will provide to the Government a Tenant Improvement Allowance in the amount (b) (4) (the "TIA") for the total leased premises. The TIA shall be available to the Government in full immediately upon execution of the Lease for the Existing Leases Premises and increased proportionally at the date established in the Paragraph 2 above under the heading "Date Available to the Government." Upon availability, the TIA shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have sole discretion to direct disbursement of funds in accordance with the SFO. For the Existing Leased Premises, the Government is in occupancy of the leased premises, therefore the TIA shall apply from the "as-existing" condition of the leased premises unless otherwise noted in this offer.

The TIA is included in the rent proposed on GSA Form 1364, with the (b) (4) (equal to (b) (4)) being amortized at a rate of (b) (4) over the firm Lease term. If the Government does not utilize the entire TIA included in the rent, the Government can take the unused portion of the TIA as a lump sum rental credit (using the (b) (4) amortization rate).

Should the Government require excess TIA above the initial (b) (4) (b) (4), any excess TIA, not to exceed (b) (4) for a total of (b) (4) shall be provided by the Lessor upon provision of reasonable notice and amortized at a rate of (b) (4) over the balance of the firm lease term. The Lessor shall not be obligated to pay a commission to the Government's Broker, Jones Lang LaSalle, for any TIA utilized above the initial (b) (4) which has been included in the rent proposed herein. The Lessor shall not in any event be required to provide a TIA in excess of (b) (4) per rentable square foot.

16. Notwithstanding the previous Paragraph, an additional TIA of (b) (4) ("additional TIA") shall be provided by the Lessor to reflect a transfer of balance owed the Government by the Lessor from tenant improvements under Lease GS-11B-00201. The Lessor is not charging the Government for this additional TIA in the rent as it was amortized fully into the previous lease. The Government shall be entitled to utilize this additional TIA to pay for any improvements performed by the Lessor at the Government's expense or as a lump-sum rental credit.
17. Notwithstanding SFO Section 3.2, "Tenant Improvements Included in Offer", for any Tenant Improvement or Government alteration projects for the initial delivery of the Expansion Premises, Lessor shall obtain a minimum of three competitive General Contractor bids for Government approval and General Contractor, A&E and Lessor Fees shall be as follows and in no event shall exceed:

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<b>Cost of Individual TI Project</b>	<b>General Contractor (General Conditions + Overhead &amp; Profit)</b>	<b>Architect &amp; Engineer</b>	<b>Lessor (Oversight and Profit)</b>
Less than \$200,000	10% + 5%	8%	6%
\$200,001 - \$999,000	Competitive Bid	7%	3%
\$1,000,000 and above	Competitive Bid	6%	3%

For Tenant Improvement or Government alterations projects either following the initial delivery of the Expansion Premises or within the Existing Premises, the Lessor's General Contractor shall solicit a minimum of three independent subcontractor bids for each trade to be used in comparison to an Independent Government Estimate ("IGE") and the General Contractor, A&E and Lessor fees shall be as follows and in no event shall exceed:

<b>Cost of Individual TI Project</b>	<b>General Contractor (General Conditions + Overhead &amp; Profit)</b>	<b>Architect &amp; Engineer</b>	<b>Lessor (Oversight and Profit)</b>
Less than \$200,000	10% + 5%	8%	6%
\$200,001 - \$999,000	9% + 4%	7%	3%
\$1,000,000 and above	8% + 4%	6%	3%

Total fees shall be calculated on an additive basis. The Government will pay for all of these fees out of a TIA or via lump sum.

In the event that the Government directly contracts to third parties for improvements to the Leased Premises, only the Lessor (Oversight and Profit) fee identified above shall be applied. In any case, the Government, at its sole cost and expense, shall have the right to contract its own Construction Manager (CM) for tenant construction projects. The contracting of such CM may be paid through the use of TIA money but shall in no event impact the GC, A&E or Lessor fees as identified above.

18. Notwithstanding SFO Section 3.7(B) "Green Lease Submittals", after award the Lessor shall submit requested items only if specifically requested by the Contracting Officer in writing and then only if mutually agreed upon by the Lessor.
19. Notwithstanding SFO Section 4.1 "Measurement of Space", the Government and Lessor have mutually agreed upon the measurement for the Leased Premises offered by the Lessor. The Government and Lessor agree that the Annual Rent will be not be decreased due to a remeasurement of the Premises by the Government. The below table memorializes the agreed upon square footages for the leased premises:

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Premises	Location of Space within Building	RSF	ABOA
<b><u>Existing Leased Premises</u></b>	Full Floors 1-8, + Partial Floors: Plaza, B-4, 10, 11, 12	<u>176,676</u>	<u>150,113</u>
	<b>Total Existing Premises</b>	<b>176,676</b>	<b>150,113</b>
<b><u>Expansion Premises A</u></b>	Partial Floor: 12 (balance of floor) + Partial Floor: 11 (balance of floor)	14,054 <u>13,509</u>	11,564 <u>11,546</u>
	<b>Total Expansion Premises A</b>	<b>27,563</b>	<b>23,110</b>
<b><u>Expansion Premises B</u></b>	Partial Floor 9 + Partial Floors: 10 and Plaza (balance of floors)	21,744 <u>17,017</u>	18,585 <u>14,582</u>
	<b>Total Expansion Premises B</b>	<b>38,761</b>	<b>33,167</b>
<b>TOTAL SQUARE FEET OFFERED</b>		<b>243,000</b>	<b>206,390</b>

20. Notwithstanding SFO Section 4.2 "Tax Adjustment", the Government share of tax increases/decreases and percentage of occupancy for the purposes of computing tax adjustments shall be 70.77% on the Lease commencement date of May 1, 2010 (based upon Government occupancy of 176,676 RSF in the building, which totals 249,640 RSF). The agreed upon real estate taxes for the base year (Real Estate Tax Base) shall be \$ 677,278.87 (based upon the current year 2010 assessment).

The percentage of occupancy for the purposes of computing tax adjustments shall be adjusted at each interval of rent commencement on an individual Expansion Premises, per the following schedule:

- September 1, 2011 – September 30, 2012: 81.81% (204,239 RSF/249,640RSF)
- October 1, 2012 – November 30, 2020: 97.34% (243,000 RSF/249,640 RSF)

Notwithstanding SFO Section 4.2(B)(2), "Real Estate Taxes" shall include business improvement district taxes.

21. Notwithstanding the aforementioned, pursuant to SFO Section 4.2(B) "Tax Adjustment", should the Government request a tax appeal during the term of the lease, the Lessor shall have the right at its sole discretion and expense to retain a third-party tax counsel of the Lessor's sole choice to assess if an appeal would likely result in mutually beneficial outcome (i.e., a lower assessment) for both the Lessor and the Government. Should the retained tax counsel ascertain that such a beneficial outcome is probable, the Lessor shall proceed under the terms of the SFO and initiate a tax appeal. Should the tax advisor determine that a non-beneficial outcome is probable, the Lessor shall communicate to the Government in writing after said determination but shall not be obligated to initiate such a tax appeal nor shall the Government proceed on its own behalf.

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22. Pursuant to SFO Section 4.3(A(4)), "Operating Costs", the rental rate proposed as part of this offer is subject to annual adjustment in operating costs as defined in the SFO 4.3, "Operating Costs". The operating cost base for the building is hereby established to be (b) (4) and has been priced based on the requirements and specifications stated in the SFO.

The initial operating cost base for the Lease shall be (b) (4) on the Lease commencement date of May 1, 2010 (based upon Government occupancy of 176,676 RSF in the building, which totals 249,640 RSF). This operating cost base shall be adjusted as the Government occupies additional space within the building based upon the Government's increased percentage of occupancy. Specifically, the percentage of occupancy for the purposes of computing the Government's operating cost base shall be adjusted at each interval of rent commencement on an individual Expansion Premises, per the following schedule:

- September 1, 2011 – September 30, 2012: 81.81% (204,239 RSF/249,640RSF)
- October 1, 2012 – November 30, 2020: 97.34% (243,000 RSF/249,640 RSF)

Any increased costs associated with the leased premises as a result of a change in or addition to requirements or specifications, shall be paid for by the Government.

23. Pursuant to SFO Sections 4.6, 4.7 and 4.8, but not necessarily limited to these Sections, within 365 days of Lease award, the Lessor shall install a "Common Drycooler System" (or "Commercial Loop") for the sole benefit of the Government. The Lessor will be responsible for the installation of a new cooling tower, loop and manifolds on each floor of the building.

Notwithstanding the above, the Government currently has numerous dedicated/self-contained supplemental HVAC units ("supplemental units") servicing their Existing Leased Premises. Within 60 days of lease execution, the Government shall identify in writing the existing dry cooler units that it desires to have connected to the new Commercial Loop. The Lessor shall coordinate the connection of these identified units to the Commercial Loop and disposal thereof, at Government's sole expense, in conjunction with the delivery of the Commercial Loop.

During the term of this Lease, the Government will retain responsibility for maintenance, repair, replacement and costs of utilities associated with existing and any future Government owned and installed supplemental units within the leased premises and, upon delivery, with the Commercial Loop. Both existing and future installed Government owned supplemental units will be separately sub-metered at the expense of the Government and the Government will reimburse the Lessor monthly for related usage costs of these units.

Upon installation of the new Commercial Loop, the Government shall not have the right to install additional cooling tower(s) and associated mechanical equipment, unless approved by the Lessor in writing, which approval shall not be unreasonably withheld.

24. Notwithstanding SFO Section 5.10(F) "Indoor Air Quality During Construction", the Lessor shall provide a reasonable flush out period ("initial flush out period"), which is to be established mutually and reasonably, prior to the tenant's occupancy of any substantially renovated space with the Existing Leased Premises or new space within the Expansion Premises. Should the Government request additional flush out beyond this initial flush-out period, it shall be at the Government's sole expense.
25. Notwithstanding SFO Section 5.11 "Construction Schedule" and 5.12 "Construction Schedule and Acceptance of Tenant Improvements", the Government accepts the Existing Leased Premises in its "as-existing" condition as of the date of execution of the Lease.

For each Expansion Premises, upon notification by the Government that the Government is prepared to begin such planning efforts, the Lessor and the Government shall agree upon a commercially reasonable design and construction schedule for each Expansion Premises. Rent for each

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Expansion Premises shall commence on the incremental rent commencement date identified in Paragraph 2 of this Rider.

26. Notwithstanding SFO Section 6.7(A) "Ceilings", finished ceiling heights in the building are eight (8) feet, two (2) inches, which shall be acceptable to the Government. All ceilings in the Existing Leased Premises and building core/common areas, shall be accepted by the Government "as existing".
27. Notwithstanding SFO Sections 7.11 "Wall Finishes", 7.12 "Painting", and 7.13 "Floor Covering and Perimeters", during the term of the lease for tenant spaces the Government shall be responsible for the costs of repairing, replacing, and maintaining all wall coverings; cyclical and other repainting; and carpet repair and replacement and therefore the cost thereof, including moving and returning of the Government's furnishings, has not been included in this offer and the Lessor shall not be responsible therefore. Notwithstanding the previous sentence, the Lessor shall agree to propose to the Government for their consideration, in both the Existing Leased Premises as part of the Lessor's obligation to re-carpet the space and in conjunction with Tenant Finish selection options for the Expansion Premises, carpeting that is of a high grade and that comes with a 10-year warranty upon installation.
28. Notwithstanding SFO Section 8.2 "Building Systems", the Lessor is not obligated to provide the referenced report from a registered professional engineer showing that the building and its systems as designed and constructed will satisfy the requirements of the Lease more than one (1) time in any twelve (12) month period.
29. Pursuant to SFO Section 8.18 "Elevators", upon lease award Lessor shall engage a third party elevator consultant to develop specifications, competitively bid, and oversee the phased modernization of the five passenger elevators and one freight/passenger elevator. The modernization shall include the replacement of elevator controllers, cables, and door operators, as well as a cosmetic renovation of cab finishes. The elevator modernization project shall be phased to be completed within a twenty-four month period from lease award in order to maintain efficient and safe service levels for building occupants.
30. Notwithstanding SFO Section 10 and SFO Section 11.1(B), should the GSA, Department of State, DoS Diplomatic Security Design Team and/or Department of Homeland Security's Federal Protective Services ("FPS") perform a review of the Property and prepare a report as to any additional security standards and requirements necessary for the anticipated tenant use, the Government and the Lessor will negotiate in good faith to identify additional security measures desired by the Government for the anticipated tenant use. For additional measures not identified in SFO Section 10, the Government shall bear the reasonable cost of any security requirements or standards that require improvements to the Property or offered premises, or that require security-related services not already provided by the Offeror to all tenants at the Property.

Notwithstanding the aforementioned paragraph, the Lessor will comply with security requirements identified in SFO Section 10 within 270 days of the lease commencement date with respect to the Existing Leased Premises, including the installation of window film, unless noted otherwise elsewhere in this Rider. The Lessor will comply with security requirements identified in SFO Section 10 upon the Government's occupancy of each of the Expansion Premises, including the installation of window film, unless noted otherwise elsewhere in this Rider.

31. SFO Section 10.17 "Entry Security: Truck Shipments", shall be stricken from the Lease.
32. Notwithstanding SFO Section 10.28(A), the Government will not have complete security control over all parking areas unless and until the Government enters into a lease for such parking areas with the Lessor or Lessor's parking operator. Such lease will be on terms acceptable to the Lessor in the Lessor's sole and absolute discretion. Prior to such lease for the entire parking area being established, the Lessor shall provide a commercially reasonable level of security within the parking areas.

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33. The Government's Existing Leased Premises includes 1,256 RSF (1,187 ABOA) of special use space ("Special Use Space") on the B4 level of the garage of the building. For this Government space, the following apply:
- a. The annual rent for this Special Use Space shall be exclusive of utility charges, cleaning, HVAC charges and other base building services as well as building shell performance specifications identified in the SFO.
  - b. In the event that the Lessor must perform structural repairs to the building in the Special Use Space or in areas adjacent to the Special Use Space, the Government shall be responsible for relocating the equipment and fixtures installed by the Government ("Equipment") and maintaining and securing the Equipment during the repairs. In the event that the Government does not comply with the foregoing, the Lessor shall have the right to relocate and protect the Equipment at Government expense. Notification of required remedial repairs shall be made in writing by the Lessor to the Government at least forty-five (45) days in advance except in event of an emergency.
  - c. The Government shall assume full responsibility for maintaining the Special Use Space, securing it against theft, robbery and pilferage and shall keep the door to the Special Use Space monitored and appropriately secured at all times.
  - d. All property in the Special Use Space shall be and remain at the Government's sole risk except for the sole negligence of the Lessor.
  - e. The Government shall notify Lessor in advance of the installation of any additional or replacement telecommunications equipment or mechanical equipment in the Special Use Space. The manner of the installation shall be subject to the consent of the Lessor, such consent not be unreasonable withheld.
34. Notwithstanding GSA Form 3517B Section 2, "Subletting and Assignment," the Government may sublet any part of the premises or assign the lease, but shall not be released from any obligations under this lease by reason of any such subletting or assignment. In any assignment or subletting, the tenant shall be subject to prior written consent of the Lessor.
35. Notwithstanding GSA Form 3517B Section 6, "Substitution of Tenant Agency," subject to the prior written consent of the Lessor, which may not be unreasonably withheld, the Government may, at any time, and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease. Lessor's approval shall be based on the professional equivalency of the new agency to the current tenant. The Lessor shall respond within thirty (30) days to any written request submitted by the Government regarding such proposed substitution. If necessary, the costs for operation of the new proposed tenant will be reviewed and renegotiated. If the use and operation of the premises by any successor agency is different than that set forth in the original SFO, then the costs of operation shall be adjusted accordingly.
36. Notwithstanding GSA Form 3517B Section 16, "Default by Lessor During the Term," the Government shall submit written notice to the Lessor of any default by Lessor during the term of the lease. Prior to the Government initiating a remedy in the case of such default by Lessor, as defined in GSA Form 3517B, the Government shall notify the Lessor, and any applicable lender, of the default in writing. The Lessor shall be afforded a reasonable period of time, as mutually and reasonably determined by both parties, to cure any default, and the lender, if any, shall be afforded a reasonable period of time to cure any default in lieu of the Lessor doing so.
37. Notwithstanding GSA Form 3517B Section 17, "Fire and Casualty Damage," notwithstanding the provisions of this Section, in case of a partial destruction or damage rendering the premises untenable, if the Lessor determines that the premises can be substantially repaired or restored within 365 days of the occurrence, and the Government, in its reasonable judgment, concurs with such determination, the Government shall have no right to terminate or cancel the Lease if the Lessor elects to rebuild. The Lessor will advise the Government of its election to rebuild within forty-five (45)

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days after such fire or other casualty and shall provide adequate temporary swing space while the leased premises is rebuilt. If the Lessor provides the Government with temporary swing space pursuant to the immediately preceding sentence, the Government shall continue to pay rent and all other costs related to the Government's occupancy of the leased premises as if such partial destruction or damage had not occurred and the Government shall not be entitled to any rent abatement on account or in any way related thereto. The Government will not be obligated to pay rent for such temporary swing space so long as the Government continues to pay the full rental amount for the leased premises. In all other cases involving partial destruction or damage rendering the premises untenable, both Lessor and Government shall have the right to terminate or cancel this Lease.

38. Notwithstanding GSA Form 3517B Section 19, "Alterations," the Government shall have the right during the existence of the Lease to make alterations, additions or improvements, attach fixtures, and erect structures or signs in or upon the premises hereby provided the Government shall first have obtained the prior written consent of the Lessor which shall not be unreasonably withheld. The Lessor shall have ten (10) working days from its receipt of notice from the Government regarding such alterations, fixtures or signs. The Lessor's failure to respond to the Government within those ten (10) working days shall constitute the Lessor's automatic approval. All alterations, additions, or improvements performed by the Government shall comply with all applicable laws, regulations and codes. Any increased costs associated with the leased premises as a result of such alterations, additions or improvements, fixtures, structures or signs, shall be paid for by the Government.

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